

**PROFESSIONAL AGREEMENT**

**MONTVILLE BOARD OF EDUCATION**

– and –

**MONTVILLE ADMINISTRATORS' ASSOCIATION**

July 1, 2012 through June 30, 2016

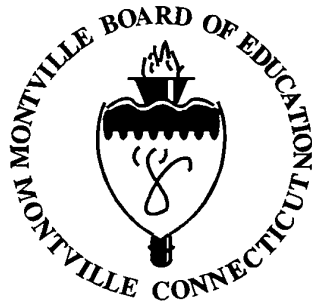


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## **PREAMBLE**

- A. This Agreement is negotiated pursuant to Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.

By entering into this agreement, the Board is not waving any rights or powers granted to it by law.

The parties agree to follow the procedures outlined in this agreement, and to use no other channel to resolve any question or proposal until the procedures within this agreement are fully exhausted. In case of conflict in this area, the grievance procedure as outlined in this contract will apply. The judgment made by the higher authority shall prevail until such time as the conflict is resolved.

In all matters calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding.

- B. The Board and the Administrators Association recognize the importance of responsible participation by the entire professional staff in the process, planning, development, and growth of the educational program. The Board encourages recommendations from members of the Montville Administrators' Association through established procedures as it adapts to the growth and development of Montville's educational program.

## **ARTICLE I BOARD PREROGATIVES**

The Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to manage the public schools in the Town of Montville in all aspects including, but not limited to, the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Montville; to give the children of Montville as many advantages as may be practicable; to decide the need for school facilities; to determine the school calendar; to determine the care, maintenance, and operation of buildings, lands, apparatus, and other property used for school purposes; to decide the length of the school day and the number of days in the school year; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ and promote teachers, specialists, and other personnel; to suspend, demote, or dismiss same for just cause in the manner provided by statute or Board policy; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children

wherever it is reasonable and desirable; to decide the employment year; to prescribe rules for the management, studies, classification, and discipline for public schools; to determine class size; to establish the curriculum; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to establish the work day; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

## **ARTICLE II RECOGNITION**

Subject to, and in accordance with the provisions of the Connecticut General Statutes Section 10-153b, the Board recognizes the Administrators Association (for the purposes of professional negotiation) as the exclusive representative of all its Principals, Assistant Principals, and Program Leaders.

## **ARTICLE III PROFESSIONAL NEGOTIATIONS**

The Parties hereto recognize the need to anticipate future agreements and Town and Board budgetary requirements. As a result, the Board and the Administrators Association agree to negotiate in good faith at intervals mutually agreed upon by both parties and governed by state statute.

## **ARTICLE IV SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect. If the provision or portion of the Agreement which is ruled invalid is a mandatory subject of collective bargaining, the Board and the Union shall discuss a substitute provision, and if they do not mutually agree, shall negotiate a substitute provision in their negotiations over a successor to this Agreement.

## **ARTICLE V GRIEVANCE PROCEDURE**

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. A grievance is any complaint by an administrator that his/her rights have been violated by the misapplication of this collective agreement, except for a complaint by a non-tenured administrator which arises by reason of his/her not being re-employed or termination of a tenured administrator which is governed by Section 10-151 of the Connecticut General Statutes.
2. Claims of failure to follow the established procedures of the Board's evaluation program shall be subject to the grievance procedure up to and including Level Two.
3. "Party in interest" shall mean the Board, the Association and the administrator filing the grievance.
4. Administrators - all personnel as defined in Article II (Recognition).
5. "Grievant" shall mean an administrator or administrators, or the Association if the grievance is brought on behalf of the bargaining unit as a whole.
6. "Days" shall mean calendar days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Association and the Superintendent.
2. If an administrator does not file a grievance in writing within fifteen (15) days after s/he knew, or reasonably should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If an administrator feels that s/he may have a grievance, s/he will first discuss the matter with his/her immediate superior in an effort to resolve the problem informally.

E. Formal Procedures

1. Level One - Superintendent of Schools

- (a) If the administrator is not satisfied with the outcome of the informal procedures, s/he may present his/her claim as a written grievance to the Superintendent within fifteen (15) days after s/he first knew of the act or condition or reasonably should have known upon which the grievance is based.
- (b) The Superintendent shall, within seven (7) days after receipt of written grievance, render his/her decision in writing, stating that the grievance is either upheld or denied, with copies given to the administrator and the president of the Association (if requested by the administrator).

2. Level Two - Board of Education

- (a) After receiving the written grievance, the Board or a committee of the Board shall schedule a meeting to be held within twenty (20) days with the administrator and an Association representative (if requested by the administrator) for the purpose of resolving the grievance. However, the ultimate decision on the grievance shall be rendered by the full Board. The decision shall be given in writing to the administrator and the president of the Association (if requested by the administrator) within fifteen (15) days of said meeting stating that the grievance is either upheld or denied.

3. Level Three - Arbitration

- (a) If the administrator is not satisfied with the disposition of his/her grievance at Level Two, s/he may within three (3) days after the decision request of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board and the Superintendent in writing. The Superintendent and the Association shall attempt to agree on an arbitrator to hear the dispute. If no agreement is reached with five (5) days, the Association shall submit a demand for arbitration under the Voluntary Arbitration Rule of the AAA which shall act as the administrator of the proceedings.

- (c) The arbitrator so selected or designed shall hear and decide only one grievance in each case. S/he shall be bound by and must comply with all pertinent terms of this agreement. S/he shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement.
- (d) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the Board and the Association, setting forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.
- (e) The costs for the services of the arbitrator shall be borne equally by the Board and Association.

F. Rights of Administrators to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. It is understood that the administrator shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
- 3. The Board and the administrator or the Association may utilize the service of a bona fide professional consultant at any level of this procedure. Should either party seek such a consultant, a notice in writing to this effect will be forwarded to the other party or parties within three (3) days of the scheduled meeting and the other party may then be similarly represented without notice.

G. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the Association so as to facilitate operation of the grievance procedure.
- 3. The Association, its members, a representative or representative and agents shall not interfere, restrain or coerce the Board, its members, representatives, agents and superintendent in the performance of their respective duties and obligations imposed upon them by the laws of the State of Connecticut and the Town of Montville.

4. The President of the Montville Administrators' Association shall be notified in writing of any grievance presented by an administrator and the decision at each level of the formal procedure.
5. Any dispute not covered by this agreement may be grieved through Level Two. The decision in Level Two shall be final and binding.

**ARTICLE VI  
PERSONAL DAYS**

- A. Any administrator shall be allowed seven (7) days leave, non-cumulative, with no pay deductions for the following reasons. Additional days may be approved by the Superintendent of Schools.
  1. Death or illness
  2. Religious requirements
  3. Legal requirements
  4. Birth of a child or grandchildren (five day maximum)
  5. College graduation of the administrator, or the spouse or children of the administrator or college visitation for the child of an administrator, or attendance at school events of the administrator's children.
  6. One personal day per year may be taken without stating the reason.
  7. A request for a personal day(s) shall be submitted to the Superintendent via email, at least three (3) work days in advance, whenever possible.
- B. Upon request, the Superintendent is authorized to grant additional days leave for any reason s/he believes meritorious.

**ARTICLE VII  
SICK LEAVE**

Each certified professional employee shall be entitled to eighteen (18) days of sick leave in each school year. Unused sick leave shall be accumulated from year to year to a maximum of 200 days.



**ARTICLE VIII**  
**SABBATICAL LEAVE**

- A. The Board is willing to consider sabbatical leave for one administrator per year in order to improve the educational program of the system and stimulate professional growth. To be eligible for consideration, the administrator must have been employed in the Montville school system for seven consecutive years, prior to the sabbatical year. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than September 30 of the year preceding the school year in which the sabbatical is requested, provided, however, that the deadline of September 30 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
- B. The criteria to be used by the Board in passing upon requests for sabbatical leave shall include value of the leave to the school system and the length and quality of the service by the applicant to the Montville school system.
- C. Those administrators who are granted sabbatical leave shall receive three-quarters of the salary they were scheduled to receive during the sabbatical year, together with all applicable benefits which full-time faculty members receive. All other grants or fellowships received during the sabbatical year must be reported to the Superintendent. In the event such other grants and/or fellowships exceed twenty-five percent of the administrator's regularly scheduled full salary for the sabbatical year, the salary to be received from the Board will be reduced so that the combined income from salary, grants, and fellowships will not exceed the regularly scheduled full salary. The sabbatical year shall be considered one year for the purpose of step placement on the salary schedule.
- D. Any administrator who is granted sabbatical leave shall, as a condition of such grant, be obligated to remain in the Montville school system for the two years immediately subsequent to the sabbatical year. Except in cases of death or disability retirement, any administrator who fails to fulfill this two-year requirement shall be liable to reimburse the Board the full amount of the monies and benefits received from the Board during the sabbatical leave, together with all costs incurred in collecting such reimbursement. All recipients of sabbatical leave shall be required to execute any documents designed to insure the enforcement of this two-year requirement.

- E. An administrator on sabbatical leave shall be required to submit to the Superintendent, for transmission to the Board, an interim and final report which shall include the following:
1. Courses taken.
  2. Credits earned.
  3. Projects completed.
  4. Travel itinerary.
  5. Benefits derived from the leave.
  6. Other information that may be pertinent in aiding the Board in its continuing evaluation of the sabbatical leave program.

**ARTICLE IX  
CONFERENCE LEAVE**

- A. When it is evident that the convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system, to administrators without loss of pay. All requests are to be submitted one week in advance to the Superintendent in duplicate on Conference Request Forms which shall be made available at the offices of each individual school.
- B. The Board agrees to reimburse all administrators attending a convention or conference or observing activities in another school system as follows:
- Reimbursement is granted only upon completion of a Conference Request Form which may then be approved by the Superintendent. Reimbursement will be granted for approved expenses only and shall be paid within thirty (30) days after the leave ends.
- C. Such leave will be considered professional leave and will not be charged to the individual administrator's personal days.

**ARTICLE X  
JURY DUTY**

An administrator who is called to jury duty shall promptly notify the Superintendent while school is in session. Leave shall be granted. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

**ARTICLE XI  
GENERAL LEAVE**

Extended leaves, with or without salary, may be granted by the Superintendent for reasons he/she considers meritorious.

**ARTICLE XII  
RELEASED TIME**

Administrators may be excused from after-school activities if such activities are in conflict with a scheduled college or university class in which the administrator is enrolled.

**ARTICLE XIII  
PROTECTION OF ADMINISTRATORS**

- A. Administrators shall report immediately in writing to the Superintendent's office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the administrator for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. The Board shall protect and save harmless an administrator from financial loss and expense, including legal fees and costs, as provided for in Section 10-235 of the Connecticut General Statutes arising out of any claim by reason of alleged negligence or other act resulting in accidental bodily injury provided such administrator was acting in the discharge of his/her duties within the scope of his/her employment or under the discretion of such board of education.
- D. Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, he/she shall be paid his/her full salary without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid and by any disability insurance payments made to the administrator. In no case shall the administrator on leave receive more take-home pay than

he/she would receive for the same period if at work. Any excess shall be either withheld or refunded to the Montville Public Schools. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time the administrator is temporarily disabled from performing his/her duties as a result of the assault. In the event the administrator is dissatisfied with the conclusions of such physician, such administrator shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examination disagree as to the length of time that the administrator is disabled from performing his/her duties as a result of the assault, a third doctor agreeable to the Board and the administrator shall examine the administrator and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the administrator.

#### **ARTICLE XIV PERSONAL INJURY BENEFITS**

- A. Whenever an administrator is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, s/he shall be paid his/her full salary of time less the amount of any workmen's compensation award made for temporary disability due to said injury, and no part of such absence shall be charged to his/her annual or accumulated sick leave.
- B. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time the administrator is temporarily disabled from performing his/her duties as a result of the injury. In the event the administrator is dissatisfied with the conclusions of such physician, such administrator shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examinations disagree as to the length of time that the administrator is disabled from performing his/her duties as a result of the injury, a third doctor agreeable to the Board and the administrator shall examine the administrator and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the administrator.
- C. In the event of any payment under this policy, the Board shall be subrogated to all the administrator's rights of recovery therefore against any person or organization and the administrator shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The administrator shall do nothing after the injury to prejudice such rights.

**ARTICLE XV  
ASSIGNMENTS**

- A. Administrators employed by the Board shall receive their assignments from the Superintendent's office, subject to the provisions of this agreement, including but not limited to Articles XVI, XVII, XVIII and XX.
- B. Administrators shall be notified in writing of any changes in their assignments for the ensuing school year. In the event of a change in circumstances or conditions during the months of May through August (resignations, death, promotion, and leave of absence), such assignments may be changed only as required thereby, with prompt notice in writing to the administrator. When an administrator is notified of a change in assignment, a conference with the Superintendent and an Association representative to discuss the reasons for the reassignment shall be held upon request of the administrator.
- C. Confirmation of receipt of applications and disposition of same shall be given to all applicants within a reasonable time.

**ARTICLE XVI  
VOLUNTARY TRANSFERS**

Any administrator desirous of making a change within the school system should apply to the Superintendent prior to March 1 of any school year.

**ARTICLE XVII  
INVOLUNTARY TRANSFERS**

Prior to an involuntary transfer, the administrator will have the opportunity to meet with the Superintendent to discuss the matter.

**ARTICLE XVIII  
REDUCTION IN FORCE**

The Board shall notify the President of the MAA of any planned elimination of position(s) in the administrator's bargaining unit. In the event of the elimination of any position in the administrator's bargaining unit, the Board shall place the administrator affected in accordance with the following:

- A. For purposes of this Article, seniority shall be defined as the most recent period of uninterrupted administrative service within the Montville School System. If years of Montville service as an Administrator are equal, the following criteria will be used to determine the greatest seniority:

1. The Administrator with the earlier date of appointment by the Board of Education to an administrator position will have the greatest seniority;
  2. If the appointment dates are the same, the Administrator with the most amount of total Montville service, including non-Administrator service, will have the greater seniority.
- B. When reductions in force among the administrative staff are required, they shall be made within the following classifications.

GROUP	CLASSIFICATIONS
1	Montville High School Principal
2	Tyl Middle School Principal
3	Elementary Principals
4	(a) Palmer Academy Principal (b) High School and Middle School Assistant Principals (c) Elementary and Secondary Program Leaders

- C. Criteria for Reduction in Force:
1. For classifications in Groups 1 through 3, the administrator with the shortest length of service within a classification shall be laid off first within the classification.
  2. For the classifications in Group 4, the administrator with the shortest length of service within a classification shall be laid off first within the classification of the position to be eliminated, except as follows:
    - (a) If the positions within the classification which are not being eliminated require a particular certification, e.g. special education certification, and the least senior administrator holds that certification, he/she may displace the next senior administrator within the classification who does not hold the required certification.
  3. There shall be no bumping from one group to another. However, within Group 4 only, the administrator laid off in one classification may bump the least senior administrator in a different classification provided:
    - (a) The laid off administrator has more seniority than the administrator who will be bumped;
    - (b) The laid off administrator is certified and qualified to hold the position into which he/she seeks to bump.

4. The criteria in this Section above shall be applied in selecting among non-tenured administrators within a classification whose contracts are terminated for elimination or loss of position to another administrator. They shall not apply to non-renewal of non-tenured administrators.
  5. If an administrator is relieved of his/her duties because of reduction in staff or an elimination of position and there are no bargaining unit positions to which he/she may assume, the administrator shall be offered a teacher position for which he/she is certified and qualified, subject to the reduction in force provision of the teacher's collective bargaining agreement. If employed as a teacher, the administrator shall be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teacher experience within the Montville School System and shall retain all accumulated sick leave.
- D. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.
- E. The name of any tenured administrator who has been laid off from administrative employment or from the Montville School System entirely and who had at least two years of administrative service in the Montville School System at the time of such layoff shall be placed upon an administrative reappointment list provided such administrator does not refuse a reappointment offered at the time of layoff. The reappointment list shall remain in effect for a period of two years. Any administrator who refuses an offer of reappointment shall be removed from the list.
- F. The order of recall shall be in the reverse order of layoff as set forth in Section B above. Any administrator on the reappointment list shall receive a written offer of reappointment at least fourteen (14) calendar days prior to the date of appointment. The administrator shall accept or reject the appointment in writing within fourteen (14) calendar days. If s/he accepts the appointment, s/he shall receive a written contract at least 15 calendar days prior to the effective date of reemployment, where possible.

## **ARTICLE XIX NEWLY CREATED POSITIONS**

Salary and group placement of any newly created administrative position shall be negotiated by representatives of the Association and the Board.

**ARTICLE XX  
PROMOTIONS**

- A. Positions as used in this section mean any position which involves an additional or higher level of responsibility and which is at a higher rate of pay under this Agreement.
  
- B. Vacancies of position which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:
  - 1. All administrator vacancies will be posted externally and internally concurrently, for a minimum of two weeks. Internal posting shall be by notice posted in each school during the school year. Where a need to fill a vacancy of position arises during the summer months, notification shall be by email to the Association President.
  
  - 2. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
  
  - 3. Notification that the vacancy has been filled shall be given to the Association President.
  
  - 4. If promoted to a higher position any administrator presently employed in the system shall not receive a salary less than his/her present salary.
  
  - 5. The Board agrees to give due consideration to a bargaining unit applicant's length and quality of service to the district in filling a vacancy, but the Board's decision shall be final and not grievable or arbitrable.

**ARTICLE XXI  
ADMINISTRATORS SALARIES**

- A. The salaries of all administrators covered by this agreement are set forth in Appendix I which is attached hereto and made a part of this agreement. Salary may be adjusted under Article XXII when hiring an outside applicant for a vacant position by the Superintendent.
  
- B. The base salary of administrators shall be comprised of the following two components: 1) cash compensation as determined under Section A above, and 2) an additional 1.75% of an administrator's contracted salary will be paid by the Board of Education evenly throughout the fiscal year to a tax sheltered annuity. The administrator will arrange to have the 1.75% deducted from his/her salary on a pre-tax basis as permitted under IRS section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity tax shelter of his/her choice from the approved 403(b) vendors.



**ARTICLE XXII  
PLACEMENT OF THE SALARY SCHEDULE**

- A. Whenever any vacancies arise in any of the administrative positions listed in Article XXIX, the Superintendent may hire outside applicants at an initial rate between 85% and 100% of the then current rate for the position specified in the salary schedule.

The Superintendent may increase the salary of the administrator in annual increments, to be determined in his/her discretion, provided the administrator shall be compensated at the full rate for the position by his/her third full school year in that position. For Administrators hired after July 1, 2012, the Superintendent may increase the salary in annual increments, to be determined in his/her discretion, provided the administrator shall be compensated at the full rate for the position by the end of the administrator's fourth year of employment. In cases where an administrator is hired at less than the full rate, and transfers or is assigned to another administrative position prior to being employed for two full school years, the employee will be compensated at the rate for the new position, but at the same percentage of salary as applied to the original position. Provided, however, such administrator so assigned or transferred shall receive the full rate for the new position in the third year, or if hired after July 1, 2012 at the end of his/her fourth year, as an employee of the Montville Public Schools.

- B. Any administrator making less than one hundred percent (100%) will be notified of the next year's annual salary by June 1.
- C. Except as provided above in Section A, all members of the Montville Administrators' Association who are assigned to other positions within this contract will be placed on the salary scale for the newly assigned position.

**ARTICLE XXIII  
PAYMENT OF ADMINISTRATORS**

- A. Administrators will be paid bi-weekly during the fiscal year.
- B. The daily rate of pay is computed by dividing the annual salary by the number of contract days.
- C. Termination pay shall be computed by multiplying the daily rate of pay by the number of days employed less the amount already paid.
- D. Each administrator shall be paid on a per diem rate (as outlined in Article XXIX) for each day required to work beyond the number of days stipulated in the contract at a rate determined by dividing the administrator's salary by his or her current work year.

- E. All administrators hired for the 2008-09 school year and all administrators hired thereafter shall receive pay via direct deposit to an authorized bank or credit union of the administrator's choosing. Direct deposit shall remain optional for other administrators.

**ARTICLE XXIV  
PROFESSIONAL DUES DEDUCTION/AGENCY SHOP**

- A. The Board agrees to deduct from the salaries of its employees dues for the Montville Administrators Association, and agency service fees as appropriate upon receipt of a written authorization for payroll deduction from the administrator. The Board agrees to transmit monies so deducted to the Montville Administrators Association as promptly as possible.
- B. All administrators shall become and remain members of the Association or pay to the Association an agency service fee equivalent to the proportion of the normal dues required to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- C. The Association shall inform the Superintendent's Office in writing of the current rate(s) of all membership dues, agency service fees and the schedule of payroll deductions prior to the fiscal year.
- D. The Association shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.

**ARTICLE XXV  
SAVINGS**

The Board agrees to permit voluntary payroll deductions for administrators who enroll in the CORE Plus Federal Credit Union. Administrator authorizations shall be in writing and presented to the Superintendent at any time.

**ARTICLE XXVI  
ANNUITY PLAN**

- A. Administrators shall be eligible to participate in a "tax sheltered" annuity plan established pursuant to the Internal Revenue Code.
- B. Any administrator, upon application to the authorized Tax Shelter Annuity Agent and upon notification to the Superintendent, shall have deducted from his/her salary the agreed-to monthly amounts in this annuity plan. The amount of the monthly deduction may be submitted at any time during the ensuing school year.

- C. The Board shall be held harmless for any investments made to any authorized or unauthorized tax sheltered annuity agents, after the monies have been received, as well as for any investments made by such agents. The Board does not sanction or attest to the fiduciary soundness of any authorized or unauthorized tax sheltered annuity.

#### **ARTICLE XXVII JUST CAUSE**

No administrator shall be suspended or demoted without just cause. This provision shall not apply to changes resulting from a reduction in force, and shall not apply to termination or non-renewal.

#### **ARTICLE XXVIII INSURANCE BENEFITS**

The Board shall provide the following medical and dental insurance benefits or their equivalents for each administrator as described in Section C (Benefit Coverage), subsections 1 and 2, below.

A. Change of Insurance

The Board of Education shall have the right to change current health insurance carriers and/or to self-insure, in whole or in part. The Board may change insurance carriers or self-insure, provided that coverages which result from the change in carriers and/or self-insurance are substantially equivalent, when taken as a whole, to the coverage currently offered in terms of benefits, coverage and administration.

The president of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes.

Should the Association disagree that a proposed change in carrier or decision to self-insure, in whole or in part, will provide coverages that are substantially equal to the coverages, benefits and administration currently offered, the disagreement shall be subject to expedited arbitration before a single arbitrator selected pursuant to the American Arbitration Association's expedited labor arbitration rules. The arbitrator may, by request of either party, provide articulation as to what change or changes to the proposed policy would bring about substantial equivalency. Both sides shall bear their own fees and costs of arbitration.

The status quo will be maintained during the above procedures, but the Board may implement or decline to implement the proposed policy or adopt the suggestions of the arbitration for making the proposed policy substantially equivalent, and implement the changes within a reasonable period of time following the arbitrator's award. The decision of the arbitrator will be final and binding on the issues submitted.

B. Insurance Waiver

1. Notwithstanding the above, effective with the execution of this agreement, administrators may voluntarily elect to waive in writing all health insurance coverages and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family coverage or member plus one, or fifteen hundred dollars (\$1,500) for individual coverage. Payment to those administrators waiving such coverage shall be made at the conclusion of the fiscal year during which insurance was waived and are subject to applicable tax laws.
2. Where a change in an administrator's status prompts the administrator to resume Board-provided insurance coverage, the waiver may, on written notice to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the administrator and the Board to ensure that the administrator has been compensated, but not overcompensated, for any waiver elected in this section.
3. Notice of intention to waive insurance coverage must be sent to the Superintendent no later than April 1, to be effective in the following contract year.
4. Waiver of premium procedures must be acceptable to the applicable insurance carrier.

C. Benefit Coverage

1. Administrators will be provided individual, individual plus one, or family health insurance coverage. The administrator may elect coverage under a PPO Option Plan offered by Anthem BC/BS or under a High Deductible Health Plan with a Health Savings Account.

a. PPO Plan

The following changes in the PPO Plan shall be effective July 1, 2012:

- The office visit co-payment shall be \$25 per visit.
- The co-pay for allergy office visits and testing shall be \$25 per visit.
- The co-pay for physical, occupational and speech therapy shall be \$25 per visit.
- The co-pay for outpatient mental health and substance abuse shall be \$25.
- There shall be a \$100 co-payment for outpatient surgery.
- There shall be a \$200 co-payment for any inpatient admission (general/medical surgical and maternity, mental health and substance abuse, rehabilitation facility, skilled nursing facility).
- The Durable Medical Equipment benefit shall be fifty percent (50%) with no annual maximum.
- Infertility benefits shall be limited to those required by State mandate.

Prescription drugs shall be subject to the following co-payments:

- \$10 for generic
- \$30 for brand name preferred or formulary drugs
- \$40 for brand name non-preferred or non-formulary drugs
- Twice the above co-payments for a 90-day supply by mail order

There shall be mandatory generic substitution on all prescriptions.

Administrators will pay the following percent of total premium cost of the PPO plan through payroll deduction:

- Effective July 1, 2012 18%
- Effective July 1, 2013 19%
- Effective July 1, 2014 20%
- Effective July 1, 2015 reopener

b. High Deductible Health Plan and Health Savings Account

The Board shall offer a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The key features of the HDHP/HSA Plan shall be as follows:

Deductible:

- \$1,500 individual/\$3,000 family combined for in-network and out-of-network (OON) services

Co-insurance:

- 100% after deductible in-network/80% of maximum allowable amount after deductible OON up to out-of-pocket maximum of \$3,000 individual/\$6,000 family

Preventive Services:

- 100% (deductible does not apply)

Other:

- 100% after deductible in-network
- 80% after deductible OON

Out of Pocket Maximum:

- In Network: \$2,500 Individual/\$4,000 Family
- Out of Network: \$3,000 Individual/\$6,000 Family

Prescription drugs, in network, after deductible, shall be subject to the following co-payments:

- \$10 for generic
- \$30 for brand name preferred or formulary drugs
- \$40 for brand name non-preferred or non-formulary drugs
- Twice the above co-payments for a 90-day supply by mail order

There shall be mandatory generic substitution on all prescriptions.

The Board shall contribute to an employee's Health Savings Account up to \$750.00 annually for an individual and up to \$1,500.00 annually for an employee with family coverage. The Board's contribution shall be made monthly during the school year (ten months), on a prorated basis. An employee may contribute to the Health Savings Account an additional amount provided that total Board and employee contributions may not exceed the amount permitted by law. Each employee shall set up his/her own Health Savings Account and shall execute an authorization for direct deposit of Board contributions to said account.

In addition when the applicable premium share is applied, the annual premium share savings generated between the Century Preferred and HDHP/HSA plan by the employee combined with the Board's contribution to the HSA will not exceed the plan deductible. If that occurs, the Board contribution to the HSA will be reduced so that the total (Premium Share Savings applicable Deductible) does not exceed the applicable deductible.

Administrators will pay the following percent of the total premium cost of the HDHP-HSA plan through payroll deduction:

- Effective July 1, 2012 14%
- Effective July 1, 2013 15%
- Effective July 1, 2014 16%
- Effective July 1, 2015 reopener

2. Dental Insurance. Blue Cross Full Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics the additional Basic Benefits Rider A. Administrators will pay the following total premium cost through payroll deduction:

- Effective July 1, 2012 18%
- Effective July 1, 2013 19%
- Effective July 1, 2014 20%
- Effective July 1, 2015 reopener

3. Group Life Insurance of two hundred and twenty-five thousand (\$225,000) per active administrator.

4. Group Personal Disability Insurance, with 180 day elimination period, for each administrator, not to exceed two thousand and two hundred dollars (\$2,200) in total premium. Premiums in excess of two thousand and two hundred dollars (\$2,200) can be borne by each administrator who elects coverage under the disability plan.

D. Any administrator who retires pursuant to Section 10-183b et seq. of the Connecticut General Statutes or any amendments or substitution thereto shall be entitled to participate in full medical insurance benefits provided by the Board of Education as stated under Section C (Benefit Coverage), subsections 1 and 2, that covers the active administrative staff, provided it does not conflict with insurance carrier or state statutes. The administrator shall share a fifty percent (50%) cost with the Board of Education. The administrator's number of years in education must be at least twenty and the last ten must have been in the Montville school system as an administrator (with the exception of Lorilyn Caron, who must have served in Montville Public Schools for the last ten years as a teacher and/or administrator). For administrators hired on or after July 1, 2004, the Board's share of the cost shall be fifty percent (50%) net of the contribution from Teachers' Retirement. For administrators hired on or after July 1, 2012, the Board's share of the cost shall be twenty-five percent (25%) net of the contribution from Teachers' Retirement.

E. In the event of the death of an administrator, the spouse and dependents can continue group Health and Dental through COBRA.

**ARTICLE XXIX**

**ANNUAL ADMINISTRATIVE WORK SCHEDULE**

<u>Position</u>	<u>Term</u>
High School Principal	11 months - 225 days
Middle School Principal	11 months – 220 days
Elementary Principal	11 months - 210 days
Secondary (6-12) Assistant Principal	11 months - 210 days
Elementary Assistant Principal	10 months - 196 days
Alternative High School Principal	10 months - 200 days
Program Leader	10 months - 196 days

On July 1<sup>st</sup> of each year, all administrators will consult with the Superintendent the number of work days they plan to work prior to the beginning of the school year. A work calendar of actual days worked and scheduled to work thereafter through June 30<sup>th</sup> will be submitted to the Superintendent for approval on or before the first day of the school year.

**ARTICLE XXX  
TRAVEL ALLOWANCE**

- A. Administrators shall receive a travel allowance or reimbursement equivalent to the prevailing Internal Revenue Service standard per mile for approved school business, approved by the Superintendent, to cover the expenses incurred in the use of private automobiles in performing the duties normally required of their position.
  - 1. Administrators may choose to submit documentation monthly to receive the prevailing IRS rate or to receive the following travel allowances:

July 1, 2012-June 30, 2016    \$1,600
  - 2. Administrators will receive the aforementioned travel allowances unless they elect in writing by July 1 of each year to receive the prevailing IRS rate.
  
- B. Travel allowance reports shall be filled out and given to the Superintendent weekly for payment on a monthly basis.



- C. This article does not cover travel to:
1. School in the morning and home in the afternoon or evening.
  2. Places and activities covered in any other article.

**ARTICLE XXXI  
BOARD POLICIES**

The Board shall post on the district's website all current Board policies. Notice of the amendments to said policies shall be provided to the Association by email within thirty (30) days after adoption.

**ARTICLE XXXII  
COURSE REIMBURSEMENT**

The Board of Education agrees to allocate a sum of money for the purpose of reimbursing administrators for course work in appropriate subject areas.

An appropriate subject area is defined as one that falls within the scope of the administrator's supervisory responsibilities.

Each administrator must receive prior approval from the Superintendent before enrolling in a course if s/he is to receive reimbursement for said course. In every instance, the Superintendent shall make the determination as to whether or not the course in question is deemed appropriate.

Each administrator is limited to reimbursement for two 3 credit courses per year not to exceed the tuition rate at the state university. Reimbursement will be made by dividing the total number of administrators taking courses into the total allocation, provided, however, that no administrator shall receive reimbursement in excess of the tuition cost of the course for which s/he seeks reimbursement.

**ARTICLE XXXIII  
DURATION AND HOLDOVER**

This agreement shall become effective July 1, 2012 and shall remain in full force and effect until June 30, 2016. This Agreement shall be reopened for the purpose of negotiating over health insurance (Article XXVIII, Section C, subsections 1 and 2), and salary (Article XXI, Section A, Appendix I) for the final year of this Agreement (2015-2016).

IN WITNESS WHEREOF, the Parties hereunto caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

MONTVILLE BOARD OF EDUCATION

By: \_\_\_\_\_  
David Rowley  
Chair

Date: \_\_\_\_\_

MONTVILLE ADMINISTRATORS  
ASSOCIATION

By: \_\_\_\_\_  
Mark Johnson  
President

Date: \_\_\_\_\_

**APPENDIX I  
SALARY SCHEDULE**

<u>Position</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u> Reopener
High School Principal	137,869	139,593	142,385	
Middle School Principal	132,412	134,068	136,750	
Elementary School Principal	125,013	126,576	129,108	
Secondary (6-12) Assistant Principal	113,468	114,887	117,185	
Elementary Assistant Principal	99,580	100,825	102,842	
Alternative High School Principal	108,594	109,952	112,151	
Program Leader	94,622	95,805	97,722	